

## **MASTER SERVICE AGREEMENT**

This **MASTER SERVICE AGREEMENT** ("Agreement") is made and entered into this 2<sup>nd</sup> day of May, 2016 ("Effective Date") by and between **SENECA RESOURCES CORPORATION**, a Pennsylvania corporation with an address at 5800 Corporate Drive, Suite 300, Pittsburgh, PA 15237 ("Company"), and **NALCO COMPANY LLC**, a Delaware limited liability company, with an address at 3200 Southwest Freeway, Suite 2700, Houston, Texas 77027 ("Contractor").

### **BACKGROUND:**

A. Contractor is in the business of performing certain services for its customers and may also, from time to time or in the normal course of business, provide its customers with certain goods and/or rental equipment incidental to or associated with such services.

B. Company and Contractor contemplate that they will enter into one or more orders for services, goods and/or rental equipment to be provided by Contractor to Company (collectively, "Orders" and each individually an "Order").

C. Company and Contractor desire to specify the terms and conditions that will apply to all services, goods and/or rental equipment provided by Contractor to Company.

**NOW, THEREFORE**, in consideration of the promises and the mutual provisions herein set forth, and intending to be legally bound, the parties hereto agree as follows:

### **SECTION 1. SERVICES.**

This Agreement shall apply to all services performed by Contractor for Company, as well as any goods and/or rental equipment provided by Contractor to Company for use or that are put in service by Company.

Company may from time to time issue Orders to Contractor for services, goods and/or rental equipment to be provided hereunder. While it is contemplated that Orders shall be in writing, an Order may be completely or partially oral, or may be comprised of correspondence (*e.g.*, letters, telegrams, facsimiles, or e-mails) between Company and Contractor so long as, the scope of the work and pricing for the work have been affirmatively agreed upon by Company. Any Order issued by Company for which Company does not receive notice of Contractor's acceptance thereof within five (5) business days after issuance may be accepted or rejected by Company in its sole discretion. Orders, if approved, will be made a part hereof.

Notwithstanding anything to the contrary contained in this Agreement, the parties may, from time to time, expressly elect to enter into a separate contract for a specific project or a separate equipment rental agreement, and in such situations, the negotiated terms and conditions of such separate contract and/or rental agreement shall control as to that specific scope of work.

### **SECTION 2. PRICING & PAYMENT.**

Unless otherwise agreed to in writing, all services, goods and/or rental equipment provided by Contractor are at the prices set forth in each Order for the services, goods and/or rental equipment to be provided. Unless otherwise specifically set forth in a written Order, no charges for transportation, packing, crating, cartage, storage or containers shall be allowed and any information or data disclosed or furnished to Company by Contractor hereunder shall be deemed sold as part of the price. Contractor

shall pay, and the price includes, all applicable taxes, duties and fees levied or assessed on it or the transaction covered by the Order by any governmental agency in connection with the performance of each Order and this Agreement.

Contractor shall invoice Company for services, goods and/or rental equipment provided at any time after services are completed or goods and/or rental equipment are delivered, as applicable, but not later than ninety (90) days after the last day of performance of services and/or delivery of goods and/or equipment. Company shall pay all undisputed charges within thirty (30) days of receipt of Contractor's invoice. Interest shall not accrue for charges disputed by Company. Approval and payment of any invoices by Company is not an admission by Company that any charges included in an invoice were in compliance with the terms, provisions and conditions of this Agreement or any Order, or otherwise correctly calculated or properly substantiated and shall not prejudice the right of Company to question the propriety of any charge therein. All payments shall be on account only and are subject to adjustment after audit, to the extent found to be incorrect by an independent auditor. Contractor shall maintain and Company may at all reasonable times inspect and audit the records of Contractor concerning Contractor's performance and invoicing hereunder. Contractor hereby waives limitation, laches and prescription for recovery by Company for discrepancies found by audit. Notwithstanding anything to the contrary herein, the scope of any audit shall be limited to verifying the accuracy of the amounts charged by Contractor to Company shall not include Contractor's trade secrets or proprietary information, shall require reasonable prior written notice, shall be at Company's expense, and shall be subject to Company and any third party auditor entering into a confidentiality agreement reasonably satisfactory to Contractor.

Contractor shall look to Company only for payment of services, goods and/or equipment provided hereunder and shall not file or assert, and hereby waives and releases, any oil and gas, mechanic's, material-man's, maritime, statutory, constitutional or other lien, claim, privilege or encumbrance against any well, lease, fixture, improvement, production, equipment, rig or vessel. Further, Contractor shall pay all valid claims of its employees, subcontractors and suppliers when due and shall protect, defend, indemnify and hold Company and its other contractors and its and their property harmless from and against any and all oil and gas, mechanic's, material-man's, maritime, statutory, constitutional or other lien, claim, privilege or encumbrance filed or asserted by Contractor's employees, subcontractors and suppliers of any tier against any well, lease, fixture, improvement, production, equipment, rig or vessel and shall take all steps and do all things necessary or desirable, in Company's sole discretion, to release and remove the same. Company may, at its option, withhold any sums of money due Contractor hereunder until Contractor shall have satisfied Company that there have been no obligations incurred and unsatisfied which may result in liens, claims, privileges or encumbrances against Company, its wells, leases fixtures, improvements, productions, equipment, rigs or vessels by reason of operations of Contractor hereunder. Company shall be entitled at all times to set-off against any amount which may become payable by Company to Contractor under any Order or otherwise any amount which Contractor may owe to Company, whether arising under an Order or otherwise.

### **SECTION 3. BUSINESS & TRAVEL EXPENSES.**

Unless otherwise agreed to, Contractor hereby agrees that Company shall not be required to pay compensation for any actual, incidental, or additional business and/or travel expenses incurred by Contractor or those hired by Contractor, provided however, that Contractor shall be paid its hourly rate for time necessary to travel to Company work locations as agreed upon by Company. Contractor

agrees that any and all compensation paid by Company to Contractor, includes payment for any actual, incidental, or additional business and/or travel expenses incurred by Contractor and any other workers hired by Contractor.

#### **SECTION 4. CERTAIN BENEFITS.**

It is understood that Company is not required to provide or pay for life, medical, retirement or any other compensation benefits that might be required of Contractor. Included in the amounts payable hereunder is an amount available to Contractor for the payment by Contractor for the purchase of the life insurance, medical, retirement and any other compensation benefits required of Contractor by law, rule, order or regulation of any governmental agency or authority.

#### **SECTION 5. CONTRACTOR'S WARRANTIES & PERFORMANCE STANDARDS.**

A. Services. Contractor warrants that it is qualified to perform the services under this Agreement, has all required permits, certificates, registrations and licenses necessary to perform such work and will perform its services in a safe and workmanlike manner in accordance with the accepted standards of its profession and with good practice and standards. Contractor acknowledges that the person or persons performing its work have the requisite training and expertise necessary to fully and satisfactorily complete Contractor's obligations hereunder. Contractor agrees that if further training or expertise is or becomes necessary or required to fully and satisfactorily complete its obligations, that Contractor, or the persons employed by Contractor, shall obtain such training or expertise at their time and expense. Contractor further acknowledges that Company shall have no responsibility or duty to provide any such training or expertise for Contractor, which may be necessary or required of Contractor in order to fully and satisfactorily complete its obligations and that any fees and wages in connection therewith shall be borne solely by Contractor, and not the Company. For services, the warranty extends for ninety (90) days after performance.

B. Goods. Contractor warrants that goods provided will be free from all claims, liens or encumbrances, will conform to the product specifications in effect at the time of shipment for a period of the earlier to occur of (i) use, provided that any claims for non-conformance with the warranty specifically stated herein shall extend for a period of sixty (60) days past use; (ii) expiration of shelf-life; or (iii) 180 days from the date of delivery. For goods not manufactured by Contractor, Contractor shall transfer/assign applicable warranties to Company.

C. Rental Equipment. Contractor warrants that rental equipment provided will be in good working order and condition, and conform to the specifications provided by Contractor to Company. Title to all rental equipment provided by Contractor shall remain with Contractor, and it shall be Contractor's obligation to remove all rental equipment from the well or other work site within a reasonable time following completion of the use thereof under this Agreement.

D. Intellectual Property Rights. Contractor warrants that the sale, rental and use of its services, goods and/or rental equipment will not infringe any intellectual property right (including without limitation, patent, trademark, copyright or trade secret) of others.

E. This warranty is conditional on Company handling products pursuant to Contractor's instructions prior to use. Contractor's liability, and Company's sole remedy, under this warranty is to replace nonconforming products or re-perform nonconforming services at no additional cost and to pay for direct and reasonable costs incurred by Company in relying on the nonconforming

products/services or, at Contractor's option, to issue a refund of or invoice credit for the price paid for such nonconforming products or services and to pay for direct and reasonable costs incurred by Company in relying on the nonconforming products/services. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR CONTRACTUAL, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE.

F. Contractor's Additional Warranties and Responsibilities.

i. Contractor warrants and certifies that it has and shall observe and comply with all applicable federal, state and local laws, rules, regulations and standards in its performance hereunder. Contractor warrants that it shall not violate the Pennsylvania Construction Workplace Misclassification Act when subcontracting out any of the services or work to be performed by it under this Agreement.

ii. Contractor warrants that it is authorized to do business in the jurisdictions for which authorization is necessary to provide the goods or services hereunder. Contractor further represents and warrants that it and its representative signing this Agreement has full right, power, and authority to enter into this Agreement and that this Agreement is enforceable against Contractor in accordance with its terms.

iii. Contractor warrants that it is not subject to any non-competition agreement that would be applicable to this Agreement and/or the goods or services to be provided hereunder.

iv. Contractor shall carefully inspect the work site to ensure the safety of its employees and subcontractors and promptly advise Company of any defects rendering the premises unsafe. Contractor acknowledges it is responsible for the safety of its employees and its subcontractors' employees and Contractor shall perform services in accordance with its and Company's health, safety and environmental policies. Contractor shall provide Company with material safety data sheets for all materials Contractor brings to the worksite.

v. Upon completion of its operations at each worksite, Contractor shall, in compliance with all applicable laws, statutes, rules and regulations, remove its Hazardous Substances from the worksite and dispose of all Hazardous Waste it generates at the worksite. The terms "Hazardous Substances" and "Hazardous Waste" as used in this Agreement shall mean, without limitation, any flammable, explosive or radioactive material; lead paint; asbestos; urea formaldehyde; polychlorinated biphenyls; petroleum or petroleum product or constituent; drilling fluid; produced waters; other wastes associated with the exploration or production of oil, natural gas or geothermal resources; methane; and hazardous material, hazardous waste, residual and solid waste, and any hazardous or toxic substance or related material, as defined or regulated under any applicable federal, state or local laws, statutes, rules, regulations, ordinances and codes.

vi. Contractor shall be responsible for the repair or replacement of all or any portion of Company's equipment which is damaged, destroyed, stolen, or otherwise ceases to function while the equipment is in the custody or care of Contractor and is the result of Contractor's negligence.



vii. Contractor is to provide all the labor and materials and to do all things necessary for the proper performance and completion of the work within the time frame specified by the Company, as specified in the work or purchase order.

F. Time Is of the Essence. Contractor further warrants that its work performed under this Agreement will be timely completed and acknowledges time is of the essence for every Order.

## **SECTION 6. INTELLECTUAL PROPERTY.**

A. All know-how, trade secrets, confidential or proprietary information, technical information, data, computer programs, software, process technology, plans, drawings and blueprints owned by Contractor as of the Effective Date of this Agreement, and employed by Contractor in connection with the Work to be performed under this Agreement ("Contractor's Materials") shall be and remain the property of Contractor unless they are in the public domain. Company releases and shall protect, hold harmless and indemnify Contractor against any actions, claims, liability, damages, loss and expenses arising out of Company's use of Contractor's Materials other than in connection with the Work.

B. Except for Contractor's Materials, all original deliverables, reports, drawings and other materials, developed or prepared solely for Company by Contractor (including such materials developed or prepared by Contractor's subcontractors, but excluding any intellectual property rights in Contractor's products) under this Agreement, are the property of, and shall be promptly delivered to, Company and all title and interest therein shall vest in Company.

C. Nothing herein shall be construed to grant any right or license to Contractor in or to any materials provided to Contractor hereunder by Company, other than the right to use such material solely on behalf of Company in accordance with the terms herein. All of the foregoing materials, including without limitation any and all copyrights, trademarks or trade names, are and shall remain the property of Company.

D. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **SECTION 7. MONITORING & PERFORMANCE OF WORK.**

Company representatives may review Contractor's work from time to time and at any time to monitor the quality and quantity of Contractor's work. Upon notice of work not in conformance of the warranties and performance standards set forth herein, Contractor shall, at a minimum, re-perform the work at no cost to Company and shall reimburse Company for any additional costs that may be incurred by Company as a result of reliance by Company on Contractor's work. If Contractor should fail to re-perform the work, or if Company determines that Contractor will be unable to correct substandard work, Company may correct such unsatisfactory work itself or by the use of third parties and charge Contractor, by set-off against amounts owed or any other method. The rights and remedies of Company provided for under this section are in addition to any other remedies provided under this Contract or by law. Notwithstanding the foregoing, the right to inspect does not confer upon the Company the assumption of any of the duties or obligations of the Contractor as set forth in this

Agreement. Company's failure to make inspection or to discover defective workmanship performed hereunder, shall not relieve Contractor from any responsibility therefor. Further, payment of any funds by Company to Contractor shall not constitute a waiver or acceptance of any such defective workmanship.

#### **SECTION 8. TAXES.**

Contractor shall be responsible for the payment of any and all local, state and federal taxes, or other fees, imposed on the amounts made payable to Contractor as a result of the services rendered hereunder. Contractor shall be responsible for the withholding and/or payment of any and all applicable local, state and federal employment, payroll and/or income taxes associated with any and all of Contractor's employees. Contractor agrees to indemnify and hold harmless Company for or from any failure, on the part of Contractor, to withhold or remit such applicable taxes. Upon request by Company, Contractor shall provide documented proof that the above-referenced taxes were paid, as required.

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

Contractor shall perform its obligations hereunder as an independent contractor. In this regard, neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Company in the performance of any work or service hereunder. Company shall have no power or authority to direct, supervise or control Contractor's employees, servants, agents or representatives, nor those of its subcontractor(s), with respect to the means, manner or method of performance of the work or services performed hereunder.

#### **SECTION 10. TERM & TERMINATION.**

This Agreement shall be effective as of the Effective Date and shall continue until terminated pursuant to this Section.

This Agreement may be terminated by either party without cause by thirty (30) days prior written notice to the other party. In the event that Contractor fails to perform any of the terms and conditions of this Agreement, at the option of Company the Agreement shall at once cease by Company giving notice to Contractor. Contractor agrees that all documents and records furnished by Company under the terms of this Agreement shall be immediately forwarded to Company upon termination of this Agreement or upon Contractor's business failure, bankruptcy, receivership, etc. Any Order issued pursuant hereto may be terminated at will by Company in its sole discretion; provided, however, if services have been furnished by Contractor and accepted by Company under a terminated Order, Company will pay Contractor the pro rata order price for such services. Nothing herein shall limit Company's right to terminate this Agreement or any Order for breach or default by Contractor of any of its obligations under this Agreement or any Order.

Any right or obligation of a party arising prior to termination shall survive termination and all terms and conditions, including, but not limited to those dealing with warranty, indemnity, audit, confidentiality, and insurance, shall survive termination and remain in full force and effect.

#### **SECTION 11. CONFIDENTIAL INFORMATION.**

Information regarding services, goods and/or rental equipment provided by Company to the Contractor and/or at the Company's worksite and information concerning Company's operations learned by Contractor as a result of its performance hereunder and/or at the worksite, including, without limitation, any ideas, documents, information, drawings, designs, specifications or data furnished by Company to Contractor (in any form, *e.g.*, written, oral, or electronic), will be used solely for the purposes contemplated herein, will be held in strict confidence and will be disclosed to others only upon and to the extent of Company's prior written consent, when required by law (in which case Contractor shall first notify Company in writing and give Company the opportunity to obtain a protective order and/or other appropriate remedy or waive compliance with this provision) or as such information is or becomes generally known to the public other than directly or indirectly from disclosure by Contractor in violation of this Agreement.

## **SECTION 12. INDEMNIFICATION.**

Contractor shall indemnify, save harmless, and undertake the defense of Company from and against any and all claims, demands, liens, actions, causes of action, suits and recoveries of every kind and description; against all loss, cost and damage, including, without limitation, attorneys' fees and costs, fines, and penalties, and shall accept all loss, cost and damage on account of or arising out of any claim for loss of or damage to property, including property of Company or Contractor, injury to, liability to or death of any person, including an employee of Company or Contractor, to the extent caused by the acts or omissions of Contractor, its officers, employees, subcontractors or other agents, including but not limited to failure to comply with federal, state and local laws, ordinances and regulations applicable to work to be performed hereunder and all other applicable local, state and federal laws, ordinances and regulations, and any claim for loss resulting from Contractor's breach of the warranties (excluding the warranties related to goods and services set forth herein) contained herein. This provision does not obligate the Contractor to indemnify Company for the gross negligence or breach of duty by Company. However, in the event liability is shared by the parties to this Agreement, the Contractor shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

Company shall indemnify, save harmless, and undertake the defense of Contractor from and against any and all claims, demands, liens, actions, causes of action, suits and recoveries of every kind and description; against all loss, cost and damage, including, without limitation, attorneys' fees and costs, fines and penalties, and shall accept all loss, cost and damage on account of or arising out of any claim for loss of or damage to property, including property of Company or Contractor, injury to, liability to or death of any person, including an employee of Company or Contractor, to the extent caused by the acts or omissions of Company, its officers, employees, subcontractors or other agents, including but not limited to failure to comply with federal, state and local laws, ordinances and regulations applicable to work to be performed hereunder and all other applicable local, state and federal laws, ordinances and regulations, and any claim for loss resulting from Company's breach of the warranties contained herein. This provision does not obligate the Company to indemnify Contractor for the gross negligence or breach of duty by Contractor. However, in the event liability is shared by the parties to this Agreement, the Company shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

It is further agreed that, if the Contractor subcontracts or delegates to others the work or any part thereof, the Contractor will have the subcontractors and/or delegates agree to indemnify and insure Company in the same manner as the Contractor has agreed to indemnify and insure Company under

this Agreement and shall deliver a true copy of said contract to Company upon request. In the absence of such agreement or the delivery of same prior to the subcontractors or delegates commencing their work, the Contractor will be held liable to indemnify and insure Company in the same manner and to the same extent that the subcontractors and/or delegates would have been required to indemnify and insure Company if such agreement had been made.

For purposes of complying with this Section, Contractor waives any immunity provided under the *Pennsylvania Workmen's Compensation Act*, the *New York Workers' Compensation Law*, and all similar and/or related laws, rules and regulations.

Without in any manner limiting any other provision of this Agreement, Contractor hereby agrees that it, its subcontractors, and their respective directors, officers, employees, agents and representatives shall observe and comply with all applicable laws, ordinances, rules and regulations including, without limitation, those relating to emissions, discharges, or releases of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes into the environment or otherwise relating to the manufacture, distribution, storage, clean-up, disposal, transport or handling of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes. Contractor shall indemnify, save harmless, and undertake the defense of Company, against all claims, demands and damages (including, without limitation, reasonable attorneys' fees and costs, fines, and penalties) to the extent caused by Contractor's, its subcontractor's, or their respective directors', officers', employees' and agents', failure or alleged failure to comply with any such laws, ordinances, rules, regulations and orders. For purposes of this Section, Company shall include Company's co-interest owners, joint venturers, and co-lessees, and Company's invitees, and its and their affiliates, shareholders, members, managers, owners, officers, directors, employees, agents, consultants, and servants, and National Fuel Gas Company and all of its direct and indirect subsidiaries along with any officer, director, agent or employee of these entities. This indemnity obligation shall survive the termination of this Agreement.

### **SECTION 13. LIMITATION OF LIABILITY.**

**UNDER NO CIRCUMSTANCES SHALL EITHER COMPANY OR CONTRACTOR BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, LOST REVENUES, OR LOST DATA) HOWEVER ARISING, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IRRESPECTIVE OF THE NUMBER OR NATURE OF THE CLAIMS. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR'S AGGREGATE LIABILITY PER INCIDENT OR CLAIM HEREUNDER FOR ALL CAUSES OF ACTION RESULTING FROM OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO \$5,000,000. SUCH LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE INTENDED PURPOSE OF ANY LIMITED REMEDY.**

### **SECTION 14. INSURANCE.**



Contractor shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to Company. **Any insurance carrier providing such insurance must have at least an A- rating and financial category of VII or better as defined by A. M. Best.** Contractor shall maintain this insurance at all times during performance of this Agreement. In addition, if insurance is written on a "claims-made" basis, such insurance shall be maintained by Contractor for a minimum period of three years after the completion of the Agreement. Contractor may elect to extend the discovery period under the existing policy for not less than three years.

To the extent of the indemnification obligations herein, Contractor, and any subcontractors, shall have Company named as an additional insured under the insurance policies required below (with the exception of the professional liability policy (if applicable) and the workers' compensation policy which shall include alternate employer endorsement), including any excess or umbrella policies for ongoing/current and completed operations. The coverage must be provided on a primary non-contributing basis and the limits will be exhausted before any other insurance is to apply, but only to the extent of the indemnification obligations herein.

Contractor shall require all subcontractors to the extent such are permitted, to furnish insurance listed below and such insurance shall be in accordance with all requirements of this section. In the event that subcontractors' insurance does not meet the minimum requirements, Contractor's insurance will respond.

To the extent of the indemnification obligations herein, Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidiaries and affiliates of Company and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Agreement.

Contractor or subcontractor that is a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that it is such a self-insurer and evidence of any excess coverage. Contractor will maintain financial responsibility of any-self-insured retention or deductible.

**The Following Insurance Policies Are Required:**

Workers' Compensation and Employer's Liability Insurance - Contractor or subcontractor, shall maintain Workers' Compensation and Employer's Liability Insurance of the state in which the services are to be performed.

- a. Contractor shall determine if the work to be performed under this Agreement requires coverage by any Federal Compensation statutes including, but not limited to, the Longshoremen's and Harbor Workers' Compensation Act or Jones Act and provide such coverage.
- b. The Commercial Umbrella and/or Employer's Liability limits must be in an amount not less than the amount for each accident included in the workers' compensation policy or separately

obtained in those states that do not provide employer liability under the workers' compensation policy.

Commercial General Liability and Commercial Umbrella Liability Insurance - Commercial general liability insurance and commercial umbrella liability insurance with a combined limit for Bodily Injury and Property Damage of not less than **\$10,000,000.00** each occurrence. Such insurance policies must include, at a minimum, coverage for contractual liability, sudden and accidental pollution, personal injury and advertising, broad form property damage, premises/operations, independent contractors, and products and completed operations and shall remain in force for a period of at least 5 years after completion of the work. Contractor, and any subcontractors, shall have Company named as an additional insured including any excess or umbrella policies for ongoing/current and completed operations, but only to the extent of the indemnification obligations herein.

Business Automobile Liability and Commercial Umbrella Liability Insurance - Business automobile liability insurance and commercial umbrella liability insurance with a combined single limit of not less than **\$10,000,000.00** each occurrence. Such insurance policies must include, at a minimum, coverage for owned, hired and non-owned vehicles and related equipment.

Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, **that Company is an additional insured under the policies for ongoing/current and completed operations to the extent of the indemnification obligations**, that all policies contain contractual liability coverage, and Contractor will give Company thirty (30) days prior written notice of any cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. Company may, at its discretion, require Contractor, or any subcontractor, to obtain insurance policies that are not subject to any exceptions to the terms specified herein. For such time as insurance is required under this Agreement, Contractor shall provide Company with annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. .

<p><b>FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE LIFE OF THIS AGREEMENT SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT. IT IS THE CONTRACTOR'S OBLIGATION TO PROVIDE COMPANY WITH CURRENT CERTIFICATES OF INSURANCE.</b></p>
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#### Certificate of Insurance Requirements

a. Before entering the project site or starting work, the Contractor will give the Company a certificate of insurance issued by a duly authorized representative of their insurer certifying that at least the minimum coverages required herein are in effect. The Company will have the right, but not the obligation, of prohibiting the Contractor or subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Company. Certificates of insurance shall be sent to:

**Seneca Resources Corporation  
Legal Department  
5800 Corporate Drive, Suite 300  
Pittsburgh, PA 15237  
[Cert4Seneca@srcx.com](mailto:Cert4Seneca@srcx.com)**

b. Failure of the Company to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Company to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain insurance.

c. The acceptance of delivery by the Company of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Company that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

d. If the Contractor fails to maintain the insurance as set forth herein, the Company will have the right, but not the obligation, to purchase said insurance at the Contractor's expense. Alternatively, the Contractor's failure to maintain the required insurance may result in termination of this Agreement at the Company's option.

e. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Contractor's final invoice.

## **SECTION 15. ACCIDENTS & OCCURRENCES.**

Contractor shall promptly report by telephone to Company's representative all accidents or occurrences resulting in injuries, illness or death to person(s) or damage to property, arising out of or occurring during the course of Contractor's operations or the operations of any subcontractor of Contractor. All reports shall be confirmed in writing by Contractor to Company within twenty-four (24) hours. With respect to all such accidents and occurrences, Contractor shall promptly provide Company with a copy of all notices or reports made by Contractor to governmental agencies or authorities and a copy of all communications with its insurers under insurance policies required under this Agreement.

## **SECTION 16. MISCELLANEOUS.**

A. Assignment and Subcontracting. Contractor shall not assign or subcontract all or any part of this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld.

B. Severability. In the event that any provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severed from the remainder of the Agreement, and shall in no way affect any other provision. If any provision shall be deemed invalid as being unduly broad, such provision shall be deemed valid to the extent permitted by law.

C. Nonexclusive. Nothing contained herein shall be interpreted as requiring Company to employ Contractor to any specific amount of work whatsoever or to order any specific goods or rental

equipment from Contractor, it being the intention hereof to set forth the terms and conditions to which Contractor must conform in the event it is employed by Company to perform the services specified or to provide the goods or rental equipment during the term of the Agreement.

D. Waiver and Invalidity. No act or failure to act by the Company shall constitute a waiver of any right or duty afforded under this Agreement, nor shall any such act or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing. The waiver, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of this Agreement as a whole.

E. Equal Employment Opportunity. Contractor and its approved subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

F. Entire Agreement; Modifications; Inconsistencies. This Agreement represents a final, complete and exclusive statement of the agreement between the parties, supersedes any prior oral or written representation, agreement or understanding between the parties, and may not be modified, supplemented, explained or waived, except in writing signed by an authorized representative of both parties. Without limiting the generality of the foregoing, although the parties may for their mutual convenience transmit to and accept from each other purchase orders, sales acknowledgments, invoices and other commercial forms or documents in furtherance of the transactions contemplated by this Agreement, any terms or conditions in such forms or documents that are different from or in addition to the terms herein set forth (excluding scope of work and pricing terms) are agreed to be mere surplusage and shall be ineffective and void and the terms of this Agreement shall control. In the event of ambiguity or conflict between the terms of the Agreement and any Order or writing supplied by Contractor, the terms of this Agreement shall be controlling.

G. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto are governed by the laws of the Commonwealth of Pennsylvania, as applicable, without regard to principles of conflicts of law. Any legal actions brought under this Agreement shall be commenced in a state or federal court of competent jurisdiction in Allegheny County, Pennsylvania.

H. Headings. The headings of sections and paragraphs used in this Agreement are for the parties' convenience only and shall not affect the interpretation or meaning of this Agreement.



I. Notices. All notices required to be given under the Agreement shall be made either personally, by certified or registered mail, or by overnight delivery evidenced by a receipt. Notices shall be addressed as set forth below or to such other address as may be designated from time to time by a party in writing, and any such mailed notice shall be deemed to have been received by the addressee on the date noted on the receipt. Any party may from time to time change its address for service on written notice to the other party.

If to the Company:

Seneca Resources Corporation  
5800 Corporate Drive, Suite 300  
Pittsburgh, Pennsylvania 15237  
Attention: Legal Department

If to Contractor:

Nalco Company LLC  
3200 Southwest Freeway, Suite 2700  
Houston, TX 77027  
Attention: Mr. Robert Kniss

J. Counterparty Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to constitute one copy of the same Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, Company and Contractor have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

SENECA RESOURCES CORPORATION

NALCO COMPANY LLC

EEB

By:

  
Julianne J. Heins

Director, Supply Chain

Date:

5/16/2016

By:



Name:

Kevin Friar

Title:

Executive Vice President

Date:

5/9/16